

**UNITED STATES BANKRUPTCY COURT FOR THE  
EASTERN DISTRICT OF NEW YORK**

In re Lesley Campbell

Debtors

Lesley Campbell,

Plaintiff,

v.

Citibank, N.A.; The Student Loan  
Corporation; Square Two Financial,  
Inc.; CACH, LLC; and First Step Group,  
LLC,

Defendants.

Case No. 14-45990 (CEC)  
Chapter 7

Adv. Pro. No. 15-01038 (CEC)

**STIPULATION OF VOLUNTARY DISMISSAL OF DEFENDANTS CITIBANK, N.A.  
AND THE STUDENT LOAN CORPORATION**

**WHEREAS**, on August 20, 2015, Plaintiff Lesley Campbell filed her first amended  
complaint against, inter alia, defendants Citibank, N.A. and The Student Loan Corporation [Dkt.  
No. 9] (the “Amended Complaint”); and

**WHEREAS**, on October 5, 2015, Defendants Citibank, N.A. and The Student Loan  
Corporation filed a motion to dismiss the Amended Complaint [Dkt. No. 18] (the “Motion to  
Dismiss”); and

**WHEREAS**, on March 24, 2016, the Court issued an order granting the Motion to  
Dismiss, in part, and dismissing Counts Four, Six, and Seven of the Amended Complaint [Dkt.  
No. 39] (the “Dismissal Order”); and

**WHEREAS**, the Dismissal Order did not dismiss Counts One and Two of the Amended  
Complaint with respect to Defendants Citibank, N.A. and The Student Loan Corporation; and

**WHEREAS**, Plaintiff Lesley Campbell has determined that she will not pursue Counts One and Two of the Amended Complaint against Defendants Citibank, N.A. and The Student Loan Corporation because neither Defendant holds a current interest in the loan at issue;

**AND NOW, IT IS, THEREFOR,**

**STIPULATED AND AGREED**, by and between the undersigned counsel, that, with respect to Defendants Citibank, N.A. and The Student Loan Corporation, Counts One and Two of the Amended Complaint are voluntarily dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2), made applicable by Federal Rule of Bankruptcy Procedure 7041;

**STIPULATED AND AGREED**, by and between the undersigned counsel, that this dismissal shall be without prejudice and have no preclusive effect on Plaintiff's right and ability to prosecute its remaining claims against CACH, LLC, or its principals or agents, as assignee of Defendant Citibank, N.A.; and it is further

**STIPULATED AND AGREED**, by and between the undersigned counsel, that

Defendants Citibank, N.A. and The Student Loan Corporation are hereby dismissed from the above-captioned adversary proceeding in its entirety without prejudice.

Dated: New York, New York  
May 27, 2016

/s/ Austin C. Smith

William A. Brewer III  
Austin C. Smith  
BREWER STOREFRONT, PLLC  
750 Lexington Ave, 14th Fl.  
New York, New York 10022  
(212) 489-1400  
wab@brewerattorneys.com  
aqs@brewerattorneys.com  
*Attorneys for Plaintiff*  
Lesley Campbell

/s/ Casey B. Howard

Casey B. Howard  
Samantha Ingram  
LOCKE LORD LLP  
Three World Financial Center  
New York, New York 10281  
(212) 415-8600  
choward@lockelord.com  
singram@lockelord.com  
*Attorneys for Defendants Citibank, N.A. and  
The Student Loan Corporation*

**SO ORDERED:**

**Dated: Brooklyn, New York  
May 31, 2016**



  
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Carla E. Craig  
United States Bankruptcy Judge